

NORTHWEST PIPELINE VIRGINIA ANN #1
SW NW Sec 28-T38N-R24E, Apache Co. 639

(over)

3-12-75

Northwest Pipeline Corporation has not yet spudded its location in the SW/NW Section 28-T38N-R24E, Apache County. This location is approximately nine miles southwest of Rock Point, Arizona.

2-11-75

Northwest Pipeline Corporation has abandoned and plugged their test in the SW/SE Section 30-T41N-R30E, Apache County. This test reached a total depth of 6750'. Northwest has been issued another permit to drill a 5700' test in the SW/NW Section 28-T38N-R24E, Apache County.

APPLICATION FOR PERMIT TO DRILL OR RE-ENTER

APPLICATION TO DRILL ☒

RE-ENTER OLD WELL ☐

Northwest Pipeline Corporation

NAME OF COMPANY OR OPERATOR

P.O. Box 90

Farmington,

New Mexico 87401

Address

City

State

Arapahoe Drilling Company

Drilling Contractor

3200 Southside River Road Farmington, New Mexico 87401

Address

DESCRIPTION OF WELL AND LEASE

Indian Lease Number, ~~XXXXXX~~ N-00-C-14-20-5152

Well number
Virginia Ann #1

Elevation (ground)
5420'

Nearest distance from proposed location to property or lease line:

660'

feet

Distance from proposed location to nearest drilling, completed or applied—for well on the same lease:

none

feet

Number of acres in lease:

640'

Number of wells on lease, including this well, completed in or drilling to this reservoir:

1

If lease, purchased with one or more wells drilled, from whom purchased:

Name

Address

Well location (give footage from section lines)

1980' FNL & 660' FWL

Section—township—range or block and survey
Sec 28, T38N, R24E GSRM

Dedication (Comply with Rule 105)
80 W/2 NW/4

Field and reservoir (if wildcat, so state)

Wildcat

County

Apache

Distance, in miles, and direction from nearest town or post office

8 miles SW of Rock Point Arizona

Proposed depth:

5650

Rotary or cable tools

Rotary

Approx. date work will start

January 27, 1975

Bond Status statewide

Organization Report

Filing Fee of \$25.00

Amount 25,000

On file ☒ Or attached

Attached ☒

Remarks:

CERTIFICATE: I, the undersigned, under the penalty of perjury, state that I am the Production & Drilling Engineer of the Northwest Pipeline Corporation (company), and that I am authorized by said company to make this report; and that this report was prepared under my supervision and direction and that the facts stated therein are true, correct and complete to the best of my knowledge.

RECEIVED

JAN 22 1975

O & G CONS. COMM.

Signature

O.B. Whitenburg

js

Date

January 20, 1975

Permit Number: 639

Approval Date: 1-20-75

Approved By: John Pannister

Notice: Before sending in this form be sure that you have given all information requested. Much unnecessary correspondence will thus be avoided.

STATE OF ARIZONA
OIL & GAS CONSERVATION COMMISSION

Application to Drill or Re-enter

File Two Copies

Form No. 3

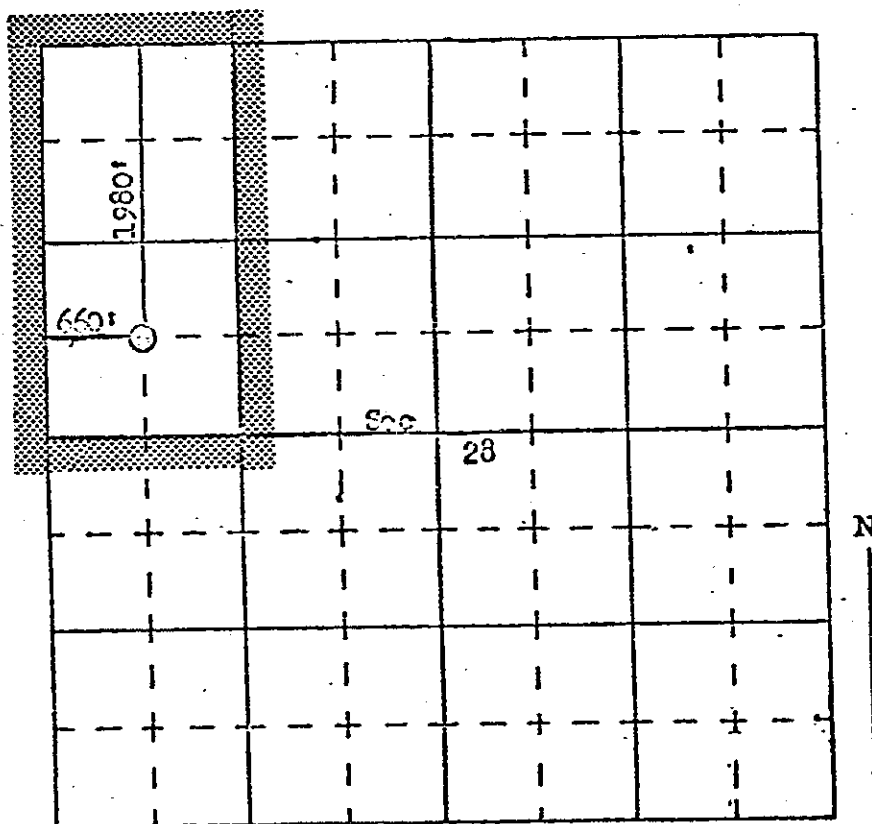
1. Operator shall outline the dedicated acreage for both oil and gas wells on the plat.
2. A registered professional engineer or land surveyor registered in the State of Arizona or approved by the Commission shall show on the plat the location of the well and certify this information in the space provided.
3. All distances shown on the plat must be from the outer boundaries of the Section.
4. Is the Operator the only owner in the dedicated acreage outlined on the plat below? YES ☒ NO ☐
5. If the answer to question four is "no," have the interests of all the owners been consolidated by communitization agreement or otherwise? YES ☐ NO ☐ If answer is "yes," Type of Consolidation _____
6. If the answer to question four is "no," list all the owners and their respective interests below:

Owner	Land Description																				
<div style="display: flex; justify-content: space-between;"> <div style="width: 50%;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="4" style="text-align: center; padding: 20px;">SEE ATTACHED PLAT</td> </tr> <tr><td style="height: 100px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 100px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 100px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 100px;"></td><td></td><td></td><td></td></tr> </table> </div> <div style="width: 45%;"> <p style="text-align: center;">CERTIFICATION</p> <p>I hereby certify that the information above is true and complete to the best of my knowledge and belief.</p> <p style="text-align: right;"><i>O.B. Whitenburg</i></p> <p>Name <u>O.B. Whitenburg</u></p> <p>Position <u>Production & Drlg. Engineer</u></p> <p>Company <u>Northwest Pipeline Corp.</u></p> <p>Date <u>January 20, 1975</u></p> <p>I hereby certify that the well location shown on the plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief.</p> <p>Date Surveyed _____</p> <p>Registered Professional Engineer and/or Land Surveyor _____</p> <p>Certificate No. _____</p> </div> </div>		SEE ATTACHED PLAT																			
SEE ATTACHED PLAT																					

PROPOSED CASING PROGRAM

Size of Casing	Weight	Grade & Type	Top	Bottom	Cementing Depths	Sacks Cement
9-5/8	36	K-55	0	450	circ.	400 sx
5-1/2	15.5	K-55	0	5650	4000-5650	250 sx

COMPANY Northwest Pipeline Corporation
LEASE Virginia Ann WELL NO. 1
SEC. 28 T. 38N R. 2E GERN
APACHE COUNTY, ARIZONA
LOCATION 1980' ETL 660' ETL
ELEVATION 5420 ungraded ground



SCALE—4 INCHES EQUALS 1 MILE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM
FIELD NOTE OF ACTUAL SURVEYS MADE BY ME UNDER MY SUPER-
VISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF.

SEAL:

Frederick B. Kett Jr.
Registered Land Surveyor.

RECEIVED

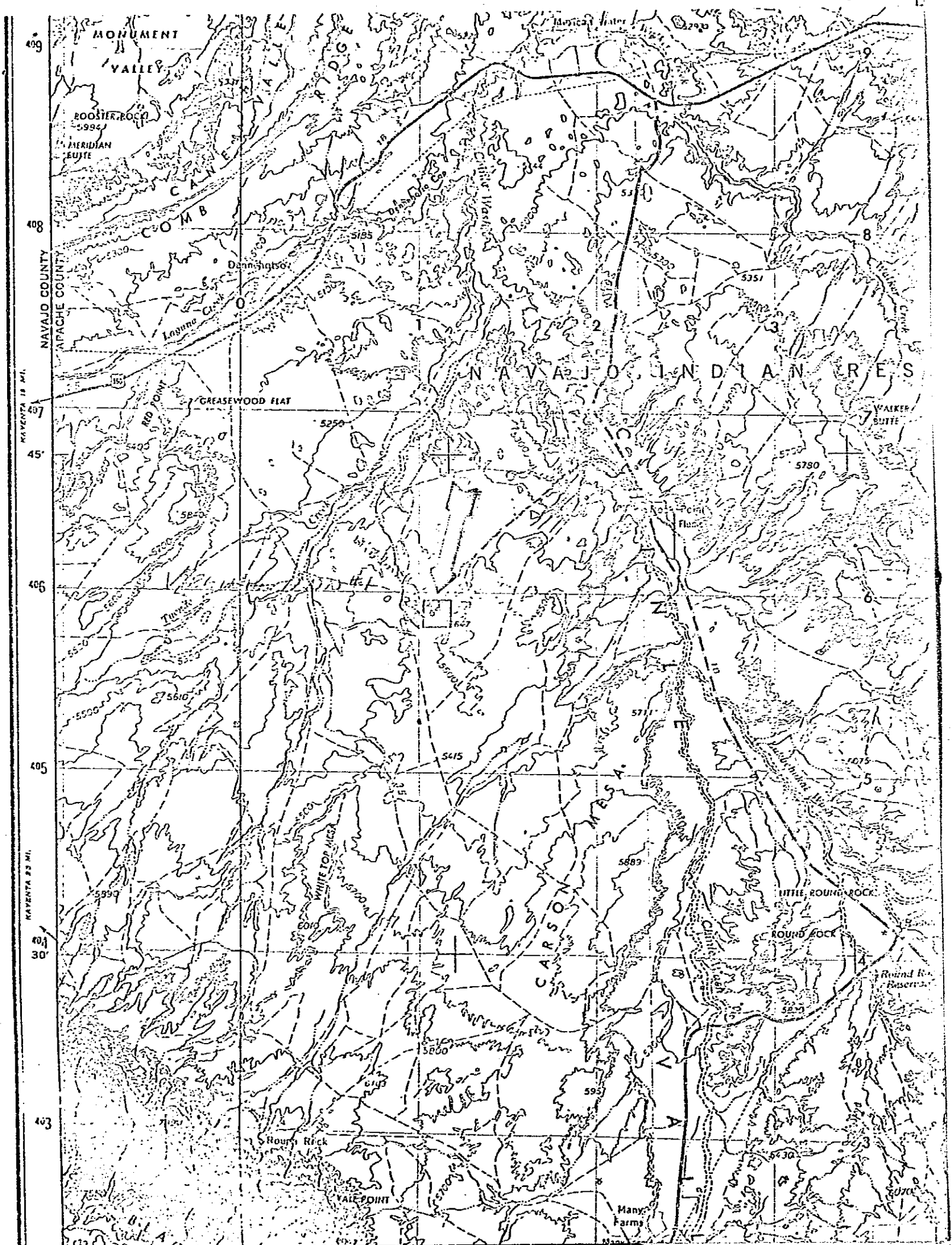
JAN 1973

O & G CONS. COMM.

SURVEYED December 11, 1971

Laughlin-Simmons & Co.

FARMINGTON, N. M.





PERMIT TO DRILL

This constitutes the permission and authority from the

OIL AND GAS CONSERVATION COMMISSION,
STATE OF ARIZONA,

To: NORTHWEST PIPELINE CORPORATION VIRGINIA ANN #1
(OPERATOR)

to drill a well to be known as

NORTHWEST PIPELINE CORPORATION VIRGINIA ANN #1
(WELL NAME)

located 1980' FNL - 660' FWL

Section 28 Township 38N Range 24E, Apache County, Arizona.

The 80 acres W/2 NW/4 of said
Section, Township and Range is dedicated to this well.

Said well is to be drilled substantially as outlined in the attached Application and must be drilled
in full compliance with all applicable laws, statutes, rules and regulations of the State of Arizona.

Issued this 23 day of January, 19 75.

OIL AND GAS CONSERVATION COMMISSION

By

John Bannister
EXECUTIVE SECRETARY

PERMIT

Nº 639

RECEIPT NO. 0297
API NO. 02-001-20206

SAMPLES ARE REQUIRED

State of Arizona
Oil & Gas Conservation Commission

Permit to Drill

FORM NO. 27

NORTHWEST PIPELINE CORPORATION
ONE OF THE WILLIAMS COMPANIES

1111 BROADWAY
SALT LAKE CITY, UTAH 84111-1000
(801) 533-8800

FEB 3 1987

O & G CONS. COMM.

January 23, 1987

Oil & Gas Conservation Commission
State of Arizona
1645 West Jefferson, Suite 420
Phoenix, AZ 85007

RE: Oil & Gas Drilling Bond
State of Arizona
Bond No. 04 83 41

Dear Sir:

In view of the fact that the above mentioned drilling bond which is filed with your office is no longer in need, we ask that this bond be released. If the original copy cannot be returned to us, we have enclosed a Notice of Release of Bond form which requires a signature from your office.

We appreciate your help in this matter and should you have any questions pertaining to the above request, please contact us at the address above or telephone (801) 584-7280.

Sincerely yours,

Barbara Thomas

Barbara Thomas
Coordinator
Financial Compliance

Enclosure

Released 2/4/87
see attached

NORTHWEST PIPELINE CORPORATION
ONE OF THE WILLIAMS COMPANIES

P.O. BOX 8900
SALT LAKE CITY, UTAH 84108-0900
801-583-8800

RECEIVED

FEB 3 1987

O & G CONSV. COMM.

January 23, 1987

Oil & Gas Conservation Commission
State of Arizona
1645 West Jefferson, Suite 420
Phoenix, AZ 85007

CANCELLED
DATE _____

RE: Oil & Gas Drilling Bond
State of Arizona
Bond No. 04 83 41

Dear Sir:

In view of the fact that the above mentioned drilling bond which is filed with your office is no longer in need, we ask that this bond be released. If the original copy cannot be returned to us, we have enclosed a Notice of Release of Bond form which requires a signature from your office.

We appreciate your help in this matter and should you have any questions pertaining to the above request, please contact us at the address above or telephone (801) 584-7280.

Sincerely yours,

Barbara Thomas

Barbara Thomas
Coordinator
Financial Compliance

Enclosure

*Released 2/4/87
see attached*

NOTICE OF RELEASE OF BOND

Bond No. 04 83 41

The State of Arizona
Oil & Gas Conservation Commission
1645 West Jefferson, Suite 420
Phoenix, AZ 85007

WHEREAS, on or about the 1st day of February A. D. 1984, the
AMERICAN HOME ASSURANCE COMPANY, as Surety,
executed a bond in the penalty of TWENTY FIVE THOUSAND AND NO/100ths DOLLARS
(\$ 25,000.00), on behalf of
NORTHWEST PIPELINE CORPORATION, as Principal
in favor of THE STATE OF ARIZONA AND THE OIL & GAS CONSERVATION COMMISSION
as Oblige, and

WHEREAS, the said Oblige desires to cancel said bond, including riders and all other supplementary instruments
forming a part thereof, and release said Surety from all liability by reason of any default committed by the said Principal
on and after the effective date of this release.

NOW, THEREFORE, the said Oblige does hereby release, exonerate and discharge the said Surety, its successors
and assigns, of and from all liability under said bond by reason of any default committed by the said Principal on and after the
1st day of February A. D. 1987.

Signed and sealed this 1st day of February A. D. 1987

THE STATE OF ARIZONA AND THE OIL AND GAS
CONSERVATION COMMISSION
(Full Name of Oblige as it appears in bond)

By R. A. Yanna
Title Enforcement Director

Reason for Cancellation:

XXX Bond no longer necessary
Bond replaced

This Bond Replaces Firemen's Insurance Company of Newark, New Jersey Bond No. NWE 0088

RECEIVED

PERFORMANCE BOND

FEB 21 1984

KNOW ALL MEN BY THESE PRESENTS

Bond Serial No. 04 83 41

O & G CONS. COMM.

That we: NORTHWEST PIPELINE CORPORATION

of the County of SALT LAKE in the State of UTAH

as principal, and AMERICAN HOME ASSURANCE COMPANY

of NEW YORK, NEW YORK

AUTHORIZED TO DO BUSINESS WITHIN the State of Arizona.

as surety, are held and firmly bound unto the State of Arizona and the Oil and Gas Conservation Commission, hereinafter referred to as the "Commission", in the penal sum of TWENTY-FIVE THOUSAND AND NO/100th---(\$25,000.00) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, and each of us, and each of our heirs, executors, administrators or successors, and assigns jointly and severally, firmly by these presents.

The conditions of this obligation are that, whereas the above bounden principal proposes to drill a well or wells for oil, gas or stratigraphic purposes in and upon the following described land situated within the State, to-wit:

ALL LANDS WITHIN THE STATE OF ARIZONA

(May be used as blanket bond or for single well)

NOW, THEREFORE, if the above bounden principal shall comply with all the provisions of the Laws of this State and the rules, regulations and orders of the Commission, especially with reference to the requirements of A.R.S. §27-516, providing for the proper drilling, casing and plugging of said well or wells, and filing with the Oil and Gas Conservation Commission all notices and records required by said Commission, then in the event said well or wells do not produce oil or gas in commercial quantities, or cease to produce oil or gas in commercial quantities, this obligation is void; otherwise it shall remain in full force and effect.

Whenever the principal shall be, and declared by the Oil and Gas Conservation Commission in violation of the Laws of this State and the rules, regulations and orders of the Commission, the surety shall promptly:

1. Remedy the violation by its own efforts, or
2. Obtain a bid or bids for submission to the Commission to remedy the violation, and upon determination by the Commission and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Commission, and make available as work progresses sufficient funds to pay the cost of remedying the violation; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Liability under this bond may not be terminated without written permission of this Commission.

WITNESS our hands and seals, this 1st day of February, 1984

NORTHWEST PIPELINE CORPORATION

BY:

M. D. Fowler - Treasurer

Principal

WITNESS our hands and seals this 1st day of February, 1984

AMERICAN HOME ASSURANCE COMPANY

BY:

Larry V. Poulson, Attorney-in-Fact
Resident Arizona Agent:

(If the principal is a corporation, the bond should be executed by its duly authorized officers, with the seal of the corporation affixed. When principal or surety executes this bond by agent, power of attorney or other evidence of authority must accompany the bond.)

Approved
Date:

2/28/84

STATE OF ARIZONA
OIL & GAS CONSERVATION COMMISSION

By:

R. A. Ybana

STATE OF ARIZONA
OIL & GAS CONSERVATION COMMISSION

Seal

File Two Copies

Form No. 2

Permit No.

American Home Assurance Company
Principal Bond Office: 70 Pine Street, New York, N.Y. 10270

POWER OF ATTORNEY

No. 23-B-22040

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, does hereby appoint
---J.E. Phillips, Larry V. Poulson: of Salt Lake City, Utah---

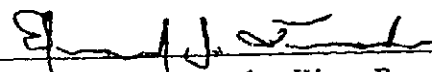
its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby.

Limited in an amount not to exceed \$250,000.00 (TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS) in any single instance.

IN WITNESS WHEREOF, American Home Assurance Company has executed these presents




this 26 day of April, 1983.


Edward J. French, Vice President

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK }

On this 26 day of April, 1983
before me came the above named officer of American Home Assurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.




JOSEPH H. POLICELLA
Notary Public, State of New York
No. 24-8399305
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1984

CERTIFICATE

Excerpts of Resolution adopted by the Board of Directors of American Home Assurance Company, on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Marion E. Fajen, Secretary of American Home Assurance Company do hereby certify that the foregoing excerpts of a Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation



this 1st day of February, 1984.


Marion E. Fajen, Secretary

NORTHWEST PIPELINE CORPORATION

P.O. BOX 1526
SALT LAKE CITY, UTAH 84110 1526
801 583 8800

RECEIVED
FEB 21 1984
D & G CONS. COMM.

February 1, 1984

Oil & Gas Conservation Commission
State of Arizona
1645 West Jefferson, Suite 420
Phoenix, Arizona 85007

RE: Oil & Gas Drilling Bond
State of Arizona
Bond No. 04 83 41

Gentlemen:

Enclosed is the original captioned bond for filing with your office. This bond replaces Bond No. NWE 0088 which is written by Firemen's Insurance Company of Newark, New Jersey.

We are replacing all of our surety bond coverage with a different surety company - American Home Assurance Company - as each bond reaches its renewal date.

Therefore, please accept the enclosed bond as a replacement for Bond No. NWE 0088 and either return the original of this bond to us or sign the enclosed Notice of Release form and return to us.

Should you have any questions regarding this request, please contact me at (801) 584-7280.

Sincerely yours,

Barbara Thomas
Barbara Thomas
Coordinator
Risk Management

Enclosures

February 4, 1983

Barbara Thomas
Coordinator, Risk Management
Northwest Energy Co.
295 Chipeta Way
Salt Lake City, Utah 84108

Re: Bond C-A-71066-29-29
Northwest Pipeline Corp.

Dear Ms. Thomas:

Enclosed is Notice of Release of Bond, signed as requested.

Also enclosed is copy of approved performance bond, dated
February 1, 1983, in the amount of \$25,000.

Sincerely,

OEnone A. Stacey
Secretary to
R. A. Ybarra, Enforcement Director

Encl.

NORTHWEST PIPELINE CORPORATION

P.O. BOX 1526
SALT LAKE CITY, UTAH 84110 1526
801 583 8800

RECEIVED

FEB 4 1983

O & G CONS. COMM.

February 1, 1983

Oil & Gas Conservation Commission
State of Arizona
Phoenix, Arizona

Re: Oil & Gas Drilling
State of Arizona
Bond #0088

Gentlemen:

Enclosed is the original captioned bond for filing with your office. This bond replaces bond #CA-71066-29-29 which is written by Commercial Union Insurance Company. Please send a release on the prior bond to my attention at Northwest Energy Company, 295 Chipeta Way, Salt Lake City, Utah 84108. For your convenience, I have enclosed a Notice of Release Form.

Should you have any questions, or if I may be of any assistance, please let me know.

Sincerely yours,

Barbara Thomas

Barbara Thomas
Coordinator, Risk Management

BT/cal

enclosures

cc: Lynn Anderson - Corroon & Black

This bond replaces Commercial Union Insurance Company, Bond No. CA 710662929

PERFORMANCE BOND

RECEIVED

FEB 4 1983

KNOW ALL MEN BY THESE PRESENTS

O & G CONS. COMM.

Bond Serial No. NWE 0088

That we: NORTHWEST PIPELINE CORPORATION

of the County of Salt Lake City in the State of Utah

as principal, and FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY

of New Jersey

AUTHORIZED TO DO BUSINESS WITHIN the State of Arizona.

as surety, are held and firmly bound unto the State of Arizona and the Oil and Gas Conservation Commission, hereinafter referred to as the "Commission", in the penal sum of Twenty-Five Thousand and no/100--- (\$25,000.00), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, and each of us, and each of our heirs, executors, administrators or successors, and assigns jointly and severally, firmly by these presents.

The conditions of this obligation are that, whereas the above bounden principal proposes to drill a well or wells for oil, gas or stratigraphic purposes in and upon the following described land situated within the State, to-wit:

ALL LANDS WITHIN THE STATE OF ARIZONA

(May be used as blanket bond or for single well)

NOW, THEREFORE, if the above bounden principal shall comply with all the provisions of the Laws of this State and the rules, regulations and orders of the Commission, especially with reference to the requirements of A.R.S. §27-516, providing for the proper drilling, casing and plugging of said well or wells, and filing with the Oil and Gas Conservation Commission all notices and records required by said Commission, then in the event said well or wells do not produce oil or gas in commercial quantities, or cease to produce oil or gas in commercial quantities, this obligation is void; otherwise it shall remain in full force and effect.

Whenever the principal shall be, and declared by the Oil and Gas Conservation Commission in violation of the Laws of this State and the rules, regulations and orders of the Commission, the surety shall promptly:

1. Remedy the violation by its own efforts; or
2. Obtain a bid or bids for submission to the Commission to remedy the violation, and upon determination by the Commission and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Commission, and make available as work progresses sufficient funds to pay the cost of remedying the violation; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Liability under this bond may not be terminated without written permission of this Commission.

WITNESS our hands and seals, this 1st day of February, 1983

NORTHWEST PIPELINE CORPORATION

H. F. Assmus
H. F. Assmus, VP & Treasurer/Principal

WITNESS our hands and seals this 1st day of February, 1983

FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY

Larry H. Senkel
Larry H. Senkel, Attorney

Resident Arizona Agent: Edward A. Bennett

Surety, Resident Arizona Agent
If issued in a state other than Arizona)

(If the principal is a corporation, the bond should be executed by its duly authorized officers, with the seal of the corporation affixed. When principal or surety executes this bond by agent, power of attorney or other evidence of authority must accompany the bond.)

Approved Date: 2-4-83

STATE OF ARIZONA
OIL & GAS CONSERVATION COMMISSION

By: R. G. Ytana

STATE OF ARIZONA
OIL & GAS CONSERVATION COMMISSION

Bond

File Two Copies

Form No. 2

Permit No. BLANKET

Firemen's Insurance Company of Newark, New Jersey
80 Maiden Lane, New York, New York 10038

FEB 4 1983

GENERAL POWER OF ATTORNEY

O & G CONS. COMM.

Know all men by these Presents, That the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has made, constituted and appointed, and by these presents does make, constitute and appoint

Larry H. Senkel of Houston, Texas

its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

all obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of Five Million (\$5,000,000.) Dollars.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY at a meeting duly called and held on the 20th day of February, 1975.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has caused its official seal to be hereunto affixed and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 3rd day of January, 1979

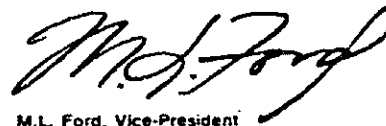
Attest:

FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY

By


T.H. Stephens, Assistant Vice President




M.L. Ford, Vice-President

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 3rd day of January, 1979, before me personally came M.L. Ford, to me known, who being by me duly sworn, did depose and say that he resides in Summit, in the County of Essex, State of New Jersey, at 768 Springfield Avenue; that he is a Vice-President of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



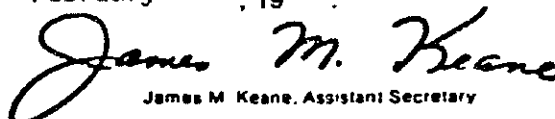
CERTIFICATE


ETHEL TARANTO
NOTARY PUBLIC, State of New York
No. 24-4653117 Qual. in Kings County
Commission Expires March 30, 1980

I, the undersigned, an Assistant Secretary of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, a New Jersey corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York. Dated the 1st day of February, 1983.




James M. Keane, Assistant Secretary

Bond No. C-A-71066-29-29 Date Approved 12-9-74

NOTICE OF RELEASE OF BOND

RECEIVED

FEB 4 1983

O & G CONS. COMM.

Oil & Gas Conservation Commission
State of Arizona
Phoenix, Arizona

WHEREAS, on or about the 5th day of December, A.D. 1974, the
COMMERCIAL UNION INSURANCE COMPANY, as Surety, executed a bond in the penalty
of TWENTY FIVE THOUSAND AND NO/100ths DOLLARS
(\$25,000.00), on behalf of NORTHWEST PIPELINE CORPORATION
_____, as Principal
in favor of THE STATE OF ARIZONA AND THE OIL AND GAS CONSERVATION COMMISSION
_____ as Oblige, and

WHEREAS, the said Oblige desires to cancel said bond, including riders and
all other supplementary instruments forming a part thereof, and release said
Surety from all liability by reason of any default committed by the said Principal
on and after the effective date of this release.

NOW, THEREFORE, the said Oblige does hereby release, exonerate and dis-
charge the said Surety, its successors and assigns, of and from all liability
under said bond by reason of any default committed by the said Principal on and
after the 1st day of February A.D. 1983.

Signed and sealed this 1st day of February A.D. 1983.

THE STATE OF ARIZONA AND THE OIL AND GAS
CONSERVATION COMMISSION
(Full name of Oblige as it appears on bond)

By: RAY

Title: Enforcement Director

Reason for Cancellation:

 Bond no longer necessary

 X Bond replaced

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS

Bond Serial No. G-A-71066-29-29

That we: NORTHWEST PIPELINE CORPORATION

of the County of Salt Lake in the State of Utah

as principal, and COMMERCIAL UNION INSURANCE COMPANY

of Boston, Massachusetts

AUTHORIZED TO DO BUSINESS WITHIN the State of Arizona.

as surety, are held and firmly bound unto the State of Arizona and the Oil and Gas Conservation Commission, hereinafter referred to as the "Commission", in the penal sum of Twenty-five thousand and no/100--(\$25,000.00) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, and each of us, and each of our heirs, executors, administrators or successors, and assigns jointly and severally, firmly by these presents.

The conditions of this obligation are that, whereas the above bounden principal proposes to drill a well or wells for oil, gas or stratigraphic purposes in and upon the following described land situated within the State, to-wit:

ALL LANDS WITHIN THE STATE OF ARIZONA

(May be used as blanket bond or for single well)

NOW, THEREFORE, if the above bounden principal shall comply with all the provisions of the Laws of this State and the rules, regulations and orders of the Commission, especially with reference to the requirements of A.R.S. § 27-516, providing for the proper drilling, casing and plugging of said well or wells, and filing with the Oil and Gas Conservation Commission all notices and records required by said Commission, then in the event said well or wells do not produce oil or gas in commercial quantities, or cease to produce oil or gas in commercial quantities, this obligation is void; otherwise it shall remain in full force and effect.

Whenever the principal shall be, and declared by the Oil and Gas Conservation Commission in violation of the Laws of this State and the rules, regulations and orders of the Commission, the surety shall promptly:

1. Remedy the violation by its own efforts, or
2. Obtain a bid or bids for submission to the Commission to remedy the violation, and upon determination by the Commission and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Commission, and make available as work progresses sufficient funds to pay the cost of remedying the violation; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Liability under this bond may not be terminated without written permission of this Commission.

WITNESS our hands and seals, this 5th day of December, 1974

NORTHWEST PIPELINE CORPORATION

By

Principal

WITNESS our hands and seals this 5th day of December, 1974

COMMERCIAL UNION INSURANCE COMPANY

By

Surety

Attorney-in-Fact

Resident Arizona Agent: Willard M. Ball

Surety, Resident Arizona Agent
If issued in a state other than Arizona)

(If the principal is a corporation, the bond should be executed by its duly authorized officers, with the seal of the corporation affixed. When principal or surety executes this bond by agent, power of attorney or other evidence of authority must accompany the bond.)

Approved Date: 12-9-74
STATE OF ARIZONA
OIL & GAS CONSERVATION COMMISSION
By: W.B. Allen

STATE OF ARIZONA
OIL & GAS CONSERVATION COMMISSION
Bond
File Two Copies
RECEIVED
DEC 9 1974
O & G CONS. COMM.

(POWER OF ATTORNEY)

KNOW ALL MEN BY THESE PRESENTS, that the COMMERCIAL UNION INSURANCE COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal office in the City of Boston, Mass., hath made, constituted and appointed, and does by these presents make and constitute and appoint **THOMAS R. MUIR, R. L. SALMON, JR., BARRY N. INGHAM, LYNN A. ANDERSON, DALE A. GILL, EVAN J. PEARSON and ROBERT A. TUCKER** all of Salt Lake City, Utah

and each of them its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf as surety any and all bonds or undertakings

and the execution of such bonds or undertakings in pursuance of these presents, shall be binding upon said Company as fully and amply, to all intents and purposes, as if such bonds were signed by the President, sealed with the corporate seal of the Company, and duly attested by its Secretary, hereby ratifying and confirming all the acts of said Attorney-in-Fact pursuant to the power herein given. This Power of Attorney is made and executed pursuant to and by authority of the following resolutions adopted by the Board of Directors of the COMMERCIAL UNION INSURANCE COMPANY at a meeting duly called and held on the twenty-seventh day of July, 1972:

Resolved, That the President, or any Vice-President, or any Assistant Vice President, may execute for and in behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, the same to be attested when necessary and the seal of the company affixed thereto by the Secretary, or any Assistant Secretary; and that the President, or any Vice President, or Assistant Vice President, may appoint and authorize an Attorney-in-Fact to execute on behalf of the company any and all such instruments and to affix the seal of the company thereto; and that the President, or any Vice-President, or any Assistant Vice-President, may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That Attorneys-in-Fact may be given full power and authority to execute for and in the name and on behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the company as if signed by the President and sealed and attested by the Secretary, and, further, Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and are also authorized and empowered to certify to a copy of any of the by-laws of the company as well as any resolution of the Directors having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and to certify copies of the Power of Attorney or with regard to the powers of any of the officers of the company or of Attorneys-in-Fact.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Directors of the COMMERCIAL UNION INSURANCE COMPANY at a meeting duly called and held on the twenty-seventh day of July, 1972:

"Resolved: That the signature of the President, or any Vice-President, or any Assistant Vice President, and the signature of the Secretary or any Assistant Secretary and the Company Seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Attorneys-in-Fact for purposes only of executing and attesting any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, the COMMERCIAL UNION INSURANCE COMPANY, has caused these presents to be signed by its Vice-President and its corporate seal to be hereto affixed, by its Secretary this 9th day of April 19 74



Attest: William D. Bogar Secretary

COMMERCIAL UNION INSURANCE COMPANY

By John G. Thompson Vice-President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK SS.

On this 9th day of April 19 74, before me personally came John G. Thompson, Vice-President, and William D. Bogar, Secretary of the COMMERCIAL UNION INSURANCE COMPANY to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and sayeth, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company and that the said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.



Robert L. Marzelli
Robert L. Marzelli — Notary Public
(My Commission expires June 5, 1975)

CERTIFICATE

I, the undersigned, Assistant Secretary of the COMMERCIAL UNION INSURANCE COMPANY, a Massachusetts Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.
Signed and sealed at the City of Boston. Dated this 5th day of December 19 74.



RECEIVED

DEC 09 1974

O & G CONS. COMM.

Earle E. Leavitt
Assistant Secretary

NORTH WEST PIPELINE CORPORATION
INTER-OFFICE TRANSMITTAL SLIP

TO *John Barnister*
AT *Arizona O & G Con. Co.*
FOR

Approval	<input checked="" type="checkbox"/> Your Information
Reply Please	Necessary Attention
See Me Please	Return As Requested
Your Signature	Investigate And Report
Note And File	Immediate Action Desired
Note And Return	Read And Destroy
Your Comments	Prepare For Me
More Details	Draft Of Suggested Reply
Advise Please	Initial And Forward

REMARKS:

W H
Our mailing address
P.O. Box 10

DEC 13 1974

O & G CONS. COMM

DATE

FROM

11/27/74 *O.B. Hitenburg*
Farmington
N.M.

Form 6-158
1956

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

NATIONWIDE OIL AND GAS LEASE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, NORTHWEST PIPELINE CORPORATION

of 315 East 2nd South, Salt Lake City, Utah 841

as principal, and COMMERCIAL UNION INSURANCE COMPANY

of Boston, Massachusetts, as surety, are held and firmly bound unto the United States of America in the sum of seventy-five thousand dollars (\$75,000), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of March, 1974.

The condition of this obligation is such that whereas the said principal has heretofore or may hereafter enter into or otherwise acquire an interest in oil and gas mining leases and oil and gas prospecting permits of various dates and periods of duration covering lands or interests in lands held by the United States in trust for individual Indians, or tribes or bands of Indians, or subject to restrictions against alienation without the consent of the Secretary of the Interior or his authorized representative, which leases and permits have been or may hereafter be granted or approved by the Secretary of the Interior or his authorized representative, and the identification of which herein is expressly waived by both principal and surety hereto.

WHEREAS the principal and surety agree that the coverage of this bond shall extend to and include all extensions and renewals of leases and permits covered by this bond, such coverage to continue without any interruption due to the expiration of the term set forth therein.

WHEREAS the surety hereby waives any right to notice of any modification of any such lease or permit, or obligation thereunder whether effected by extension of time for performance, by commitment of such lease to unit, cooperative, or communitization agreement, by waiver, suspension, or change in rental, except an increase thereof, by minimum royalty payment, except an increase thereof, by compensatory royalty payment, or otherwise, this bond to remain in full force and effect notwithstanding.

WHEREAS the principal and surety agree that the neglect or forbearance of the obligee of any such lease or permit in enforcing the payment of any rental or royalty or the performance of any other covenant, condition, or agreement of any such lease or permit shall not in any way release the principal and surety, or either of them, from any liability under this bond; and

WHEREAS the principal and surety agree that in the event of any default under any such lease or permit, the obligee may prosecute any claim, suit, action, or other proceeding against the principal and surety, or either of them, without the necessity of joining the other.

Now, if the said principal herein shall faithfully carry out and observe all the obligations assumed in said leases and permits to which NORTHWEST PIPELINE CORPORATION is now or may hereafter become a party, and shall observe all the laws of the United States and regula-

RECEIVED

DEC 02 1974

O & G CONS. COMM.

tions made, or which shall be made, thereunder, for the government of trade and intercourse with Indian tribes, and all rules and regulations that have been or shall hereafter be lawfully prescribed by the Secretary of the Interior relative to said oil and gas mining leases and permits, and shall in all particulars comply with the provisions of said leases, permits, rules and regulations, then this obligation shall become null and void; otherwise, to remain in full force and effect.

The rate of premium charged on this bond is \$ Included; the total premium paid is \$ Included.

Signed and sealed in the presence of—

WITNESSES*

William P. Reener
P. O. Box 1526
P. O. Salt Lake City, Utah 84110
Michael P. Reener
P. O. Box 1526
P. O. Salt Lake City, Utah 84110

NORTHWEST PIPELINE CORPORATION

as to Leop E. Gault [SEAL]
Principal

Evan Pearson
P. O. Box 1226
P. O. Salt Lake City, Utah 84110
Garrett L. Pearson
P. O. Box 1226
P. O. Salt Lake City, Utah 84110

COMMERCIAL UNION INSURANCE COMPANY

as to Joseph F. Thompson [SEAL]
Surety

P. O. _____ as to _____ [SEAL]
P. O. _____

P. O. _____ as to _____ [SEAL]
P. O. _____

P. O. _____ as to _____ [SEAL]
P. O. _____

*Two witnesses to each signature.

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
Washington 25, D. C.

Approved:

_____, 19____
Commissioner of Indian Affairs.

ALL MEN BY THESE PRESENTS, that the COMMERCIAL UNION INSURANCE COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal office in the City of Boston, Mass., do hereby make, constitute and appoint JOSEPH F. RINGHOLZ, of Salt Lake City, Utah

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf as surety any and all bonds or undertakings

and the execution of such bonds or undertakings in pursuance of these presents, shall be binding upon said Company as fully and amply, to all intents and purposes, as if such bonds were signed by the President, sealed with the corporate seal of the Company, and duly attested by its Secretary, hereby ratifying and confirming all the acts of said Attorney-in-Fact pursuant to the power herein given. This Power of Attorney is made and executed pursuant to and by authority of the following resolutions adopted by the Board of Directors of the COMMERCIAL UNION INSURANCE COMPANY at a meeting duly called and held on the twenty-seventh day of July, 1972:

Resolved, That the President, or any Vice-President, or any Assistant Vice President, may execute for and in behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, the same to be attested when necessary and the seal of the company affixed thereto by the Secretary, or any Assistant Secretary; and that the President, or any Vice President, or Assistant Vice President, may appoint and authorize an Attorney-in-Fact to execute on behalf of the company any and all such instruments and to affix the seal of the company thereto; and that the President, or any Vice-President, or any Assistant Vice-President, may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That Attorneys-in-Fact may be given full power and authority to execute for and in the name and on behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the company as if signed by the President and sealed and attested by the Secretary, and, further, Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and are also authorized and empowered to certify to a copy of any of the by-laws of the company as well as any resolution of the Directors having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and to certify copies of the Power of Attorney or with regard to the powers of any of the officers of the company or of Attorneys-in-Fact.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Directors of the COMMERCIAL UNION INSURANCE COMPANY at a meeting duly called and held on the twenty-seventh day of July, 1972:

"Resolved: That the signature of the President, or any Vice-President, or any Assistant Vice President, and the signature of the Secretary or any Assistant Secretary and the Company Seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Attorneys-in-Fact for purposes only of executing and attesting any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, the COMMERCIAL UNION INSURANCE COMPANY, has caused these presents to be signed by its Vice-President and its corporate seal to be hereto affixed, by its Secretary this first day of January 1973.



Attest: William D. Bogar Secretary

COMMERCIAL UNION INSURANCE COMPANY

By John G. Thompson Vice-President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK SS.

On this first day of January 1973, before me personally came John G. Thompson, Vice-President, and William D. Bogar, Secretary of the COMMERCIAL UNION INSURANCE COMPANY to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and sayeth, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company and that the said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.



Robert L. Marzelli
Robert L. Marzelli — Notary Public
(My Commission expires June 5, 1975)

CERTIFICATE

I, the undersigned, Assistant Secretary of the COMMERCIAL UNION INSURANCE COMPANY, a Massachusetts Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.
Signed and sealed at the City of Boston. Dated this 19th day of March 19 74.



C60903

Earle E. Leavitt
Assistant Secretary

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STATE OR NATIONWIDE OIL AND GAS BOND
Act of February 25, 1920 (30 U.S.C. Sec. 181);
Act of August 7, 1947 (30 U.S.C. Sec. 351)

KNOW ALL MEN BY THESE PRESENTS, That we **NORTHWEST PIPELINE CORPORATION**

of **315 East 2nd South, Salt Lake City, Utah 84111**

as principal, and **COMMERCIAL UNION INSURANCE COMPANY**

of as surety, are held and firmly bound unto the United States of America in the sum of **One hundred fifty thousand and no/100** - - - - - dollars (\$ **150,000.00**), lawful money of the United States, which sum may be increased or decreased by a rider hereto executed in the same manner as this bond, for the use and benefit of (1) the United States; (2) the owner of any of the land subject to the coverage of this bond, who has a statutory right to compensation in connection with a reservation of the oil and gas deposits to the United States; and (3) any lessee or permittee under a lease or permit issued by the United States prior to the issuance of an oil and gas lease for the same land subject to this bond, covering the use of the surface or the prospecting for, or development of, other mineral deposits in any portion of such land, to be paid to the United States. For such payment, well and truly, to be made, we bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

If the amount of this bond is \$150,000 or if it is increased to that amount, the coverage shall extend to all of the principal's holdings of federal oil and gas leases in the United States, including Alaska, under the Acts cited in Schedule A.

If the amount of this bond is less than \$150,000, its coverage extends only to the principal's holdings of federal oil and gas leases in the States named in Schedule A and to any other State or States that may be named in a rider attached hereto by the lessor with the consent of the surety.

SCHEDULE A

Public Domain Leasing Act of February 25, 1920 (30 U.S.C. Sec. 181)	Acquired Lands Leasing Act of August 7, 1947 (30 U.S.C. Sec. 351)
NAMES OF STATES	NAMES OF STATES
<p>The conditions of the foregoing obligations are such that, whereas the said principal has an interest in oil and gas leases issued under the Act or Acts cited in Schedule A of this bond: (1) as lessee; (2) as the approved holder of operating rights in all or part of the lands covered by such leases under operating agreements with the lessees; or (3) as designated operator or agent under such leases pending approval of an assignment or operating agreement; and</p> <p>WHEREAS the principal is authorized to drill for, mine, extract, remove, and dispose of oil and gas deposits in or under the lands covered by the leases, operating agreements or designations and is obligated to comply with certain covenants and agreements set forth in such instruments; and</p>	<p>WHEREAS the principal and surety agree that with notice to the surety the coverage of this bond, in addition to the present holdings of the principal, shall extend to and include:</p> <p>1. Any oil and gas lease hereafter issued to, or acquired by the principal in the States now named in Schedule A, or later named in a rider, the coverage to be confined to the principal's holdings under the Act or Acts cited at the head of the column in which the name of the State appears and to become effective immediately upon such issuance or upon departmental approval of a transfer in favor of the principal.</p> <p>2. Any operating agreement hereafter entered into or acquired by the principal affecting oil and gas leases in the States now named in Schedule A, or later named in a rider. The coverage shall be</p>

effect immediately upon deposit of the principal approval of the agreement or of a transfer of a rating agreement to the principal.

3. Any designation subsequent hereto of the principal as operator or agent of a lessee under a lease issued pursuant to the Act or Acts cited in Schedule A and covering lands in a State named in Schedule A, either presently or by rider. This coverage shall become effective immediately upon the filing of such a designation under a lease.

4. Any extension of a lease covered by this bond, such coverage to continue without any interruption due to the expiration of the term set forth in the lease.

Provided, that the surety may elect to have the additional coverage authorized under this paragraph become inapplicable as to all interests of the principal acquired more than thirty (30) days after the receipt of notice of such election by the Bureau of Land Management.

The surety hereby waives any right to notice of, and agrees that this bond shall remain in full force and effect notwithstanding:

1. A transfer or transfers, either in whole or in part, of any or all of the leases, or of the operating agreements, and further agrees to remain bound under this bond as to the interests either in the leases or in the operating agreements, or in both, retained by the principal when the approval of the transfer or transfers become effective.

2. Any modification of a lease or operating agreement, or obligations thereunder, whether made or effected by commitment of such lease or operating agreement to unit, cooperative, communitization or storage, agreements, or development contracts, suspensions of operations or production, waivers, suspensions or changes in rental, minimum royalty and royalties, compensatory royalty payments, or otherwise; and

WHEREAS the principal and surety hereby agree that notwithstanding termination of any lease or leases, operating agreements or designations as operator or agent, covered by this bond, whether the termination is by operation of law or otherwise, the bond shall remain in full force and effect as to all remaining leases, operating agreements, or designations covered by the bond; and

WHEREAS the principal, as to any lease or part of a lease for lands as to which he has been designated as operator or agent, or approved as operator, in consideration of being permitted to furnish this bond in lieu of the lessees, agrees and by these presents does hereby bind himself to fulfill on behalf of each lessee all obligations of each such lease for the entire leasehold in the same manner and to the same extent as though he were the lessee; and

WHEREAS the principal and surety agree that the neglect or forbearance of said lessor in enforcing, as against the lessees of such lessor, the payment of rentals or royalties or the performance of any other covenant, condition or agreement of the leases, shall not, in any way, release the principal and surety, or either of them, from any liability under this bond; and

WHEREAS the principal and surety agree that in the event of any default under the leases, the lessor may commence and prosecute any claim, suit, action, or other proceeding against the principal and surety, or either of them, without the necessity of joining the lessees.

NOW, THEREFORE, IF said principal shall in all respects faithfully comply with all of the provisions of the leases referred to hereinbefore, then the above obligations are to be void; otherwise to remain in full force and effect.

Signed on this 1st day of February, 1974, in the presence of:

NAMES AND ADDRESSES OF WITNESSES

NORTHWEST PIPELINE CORPORATION

By _____ (L.S.)
(Principal)

315 East 2nd South, Salt Lake City, Utah 84111
(Business address)

COMMERCIAL UNION INSURANCE COMPANY

By _____ (L.S.)
(Surety)

878 East 9th South, Salt Lake City, Utah

878 East 9th South, Salt Lake City, Utah 84102
(Business address)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that the COMMERCIAL UNION INSURANCE COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal office in the City of Boston, Mass., hath made, constituted and appointed, and does by these presents make and constitute and appoint

THOMAS R. MUIR,
R. L. SALMON, JR., DARRY N. INGHAM, LYNN A. ANDERSON, DALE A. GILL and EVAN J. PEARSON

all of Salt Lake City, Utah

and each of them its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf as surety any and all bonds or undertakings

and the execution of such bonds or undertakings in pursuance of these presents, shall be binding upon said Company as fully and amply, to all intents and purposes, as if such bonds were signed by the President, sealed with the corporate seal of the Company, and duly attested by its Secretary, hereby ratifying and confirming all the acts of said Attorney-in-Fact pursuant to the power herein given. This Power of Attorney is made and executed pursuant to and by authority of the following resolutions adopted by the Board of Directors of the COMMERCIAL UNION INSURANCE COMPANY at a meeting duly called and held on the twenty-seventh day of July, 1972:

Resolved, That the President, or any Vice-President, or any Assistant Vice President, may execute for and in behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, the same to be attested when necessary and the seal of the company affixed thereto by the Secretary, or any Assistant Secretary; and that the President, or any Vice President, or Assistant Vice President, may appoint and authorize an Attorney-in-Fact to execute on behalf of the company any and all such instruments and to affix the seal of the company thereto; and that the President, or any Vice-President, or any Assistant Vice-President, may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That Attorneys-in-Fact may be given full power and authority to execute for and in the name and on behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the company as if signed by the President and sealed and attested by the Secretary, and, further, Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and are also authorized and empowered to certify to a copy of any of the by-laws of the company as well as any resolution of the Directors having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and to certify copies of the Power of Attorney or with regard to the powers of any of the officers of the company or of Attorneys-in-Fact.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Directors of the COMMERCIAL UNION INSURANCE COMPANY at a meeting duly called and held on the twenty-seventh day of July, 1972:

"Resolved: That the signature of the President, or any Vice-President, or any Assistant Vice President, and the signature of the Secretary or any Assistant Secretary and the Company Seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Attorneys-in-Fact for purposes only of executing and attesting any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, the COMMERCIAL UNION INSURANCE COMPANY, has caused these presents to be signed by its Vice-President and its corporate seal to be hereto affixed, by its Secretary this 31st day of January 1973.



Attest: William D. Bogar Secretary

COMMERCIAL UNION INSURANCE COMPANY

By John G. Thompson Vice-President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK SS.

On this 31st day of January 1973, before me personally came John G. Thompson, Vice-President, and William D. Bogar, Secretary of the COMMERCIAL UNION INSURANCE COMPANY to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and sayeth, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company and that the said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.



Robert L. Marzelli
Robert L. Marzelli — Notary Public
(My Commission expires June 5, 1975)

CERTIFICATE

I, the undersigned, Assistant Secretary of the COMMERCIAL UNION INSURANCE COMPANY, a Massachusetts Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.
Signed and sealed at the City of Boston. Dated this 1st day of February 1974



C60903

Earle C. Leavitt
Assistant Secretary

WA

Northwest Pipeline Corporation



PRODUCTION & DRILLING
P. O. BOX 90
FARMINGTON, NEW MEXICO 87401
5110-38-75

April 9, 1975

Mr. W. E. Allen, Director - Enforcement Section
Arizona Oil & Gas Conservation Commission
4515 North Seventh Avenue
Phoenix, Arizona 85013

Re: Northwest Pipeline Virginia Ann #1
SW/NW Sec. 28, T-38N, R-24E
Apache County, Permit #639

Dear Mr. Allen:

Thank you for your letter of April 7, 1975, reminding us of the expiration date on our Permit to Drill the captioned well.

As of now we have no firm plans to drill this well.

Thank you also for your change of address of which we have made note.

Very truly yours,

F. H. Wood, Manager
Production and Drilling

FHW/vc

RECEIVED
APR 11 1975
O & G CONS. COMM.

April 7, 1975

Mr. O. B. Whitenberg
Northwest Pipeline Corporation
Production & Drilling
P. O. Box 90
Farmington, New Mexico 87401

Re: Northwest Pipeline Virginia Ann #1
SW/NW Sec 28-T38N-R24E
Apache County, Permit #639

Dear Mr. Whitenberg:

This is just a reminder that your Permit to Drill on the above referenced well expires April 23, 1975. Should you desire an extension, please advise prior to the expiration date.

Also please note the change of address effective April 15, 1975.

Very truly yours,

W. E. Allen, Director
Enforcement Section

/rlb

Enc.

January 23, 1975

Mrs. Jo Ratcliff
Four Corners Sample Cut Association
P. O. Box 899
Farmington, New Mexico 87401

Dear Mrs. Ratcliff:

The following permit was issued this date:

Northwest Pipeline Virginia Ann #1
SW/NW Section 28-T38N-R24E
Apache County, Permit #639

Very truly yours,

Mrs. Rhema Brandt
Secretary to W. E. Allen
Director, Enforcement Section

/rlb

January 23, 1975

Mr. O. B. Whitenberg
Northwest Pipeline Corporation
Production & Drilling
P. O. Box 90
Farmington, New Mexico 87401

Re: Northwest Pipeline Virginia Ann #1
SW/NW Sec 28-T38N-R24E
Apache County, Permit #639

Dear Mr. Whitenberg:

Enclosed please find Receipt No. 0297 covering the \$25.00 filing fee,
a copy of your approved Application to Drill and Permit to Drill No.
639.

Also we are returning one copy of your Application to Drill. Please
fill out the space for the proposed depth and return to this office.

Very truly yours,

W. E. Allen, Director
Enforcement Section

WEA/r1b

Encs.